

DOCKET NO.: SDS-0119

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re Application of:

Guillaume Blacher

Application No.: 10/537,650

Filing Date: not yet assigned

International Application No.: PCT/IB2003/005680

International Filing Date: December 5, 2003

For: FINANCIAL PRODUCT PRICING SYSTEM

Confirmation No.: 4622

Group Art Unit: not yet assigned

Examiner: not yet assigned

Express Mail Label: EV482612189 US
Date of Deposit: April 18, 2006

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450
Attention: Office of Petitions

PETITION IN SUPPORT OF FILING ON BEHALF OF NON-SIGNING
INVENTORS (37 CFR § 1.47(b))

This is a Petition in Support of Filing on Behalf of Non-Signing Joint Inventors. This Petition is accompanied by:

1. An Unexecuted Declaration and Power of Attorney, including an added page for signature by person on behalf of entity;
2. A Statement including proof of the pertinent facts and the last known address of the non-signing inventor is included herewith;
3. Employment Agreement of Guillaume Blacher with Reech Capital PLC (now Reech Capital Limited);
4. October 11, 2005 letter to Guillaume Blacher including copy of application, declaration and assignment;

04/24/2006 LLANDGRA 0000003A 10537650

5. Email communications evidencing inventors refusal to sign.

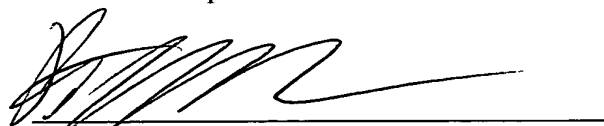
04 FC:1464

130.00 0P

Fee Payment (37 CFR § 1.17(i)):

- ☒ A check in the amount of \$130.00 is attached. Please charge any deficiency or credit any overpayment to Deposit Account No. 23-3050.
- ☐ Please charge Deposit Account No. 23-3050 in the amount of \$0.00. This sheet is attached in duplicate.
- ☒ The Commission is hereby authorized to charge payment of the above fees associated with this communication or credit any overpayment to Deposit Account No. 23-3050. This sheet is attached in duplicate.

Date: April 18, 2006



Peter M. Ullman
Registration No. 43,963

Woodcock Washburn LLP
One Liberty Place - 46th Floor
Philadelphia PA 19103
Telephone: (215) 568-3100
Facsimile: (215) 568-3439

DOCKET NO.: SDS-0119

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re Application of:

Guillaume Blacher

U.S. Serial No.: 10/537,650

Filing Date: not yet assigned

International Application No.: PCT/IB2003/005680

International Filing Date: December 5, 2003

For: FINANCIAL PRODUCT PRICING SYSTEM

the specification of which:

- ☐ (a) is attached hereto
- ☒ (b) was filed as Application No. 10/537,650, and was amended on .
- ☐ (c) was described and claimed in International Application No. ,
filed on , and was amended on .

**STATEMENT OF FACTS IN SUPPORT OF FILING
ON BEHALF OF OMITTED INVENTOR (37 CFR § 1.47 (b))**

This statement is made as to the exact facts that are relied upon to establish the diligent effort made to secure the execution of the declaration by the nonsigning inventor for the above-identified patent application before deposit thereof in the Patent and Trademark Office.

- ☒ Because signing on behalf of the nonsigning inventor is by a person or entity showing a sufficient proprietary interest, this statement also recites facts as to why this action was necessary to preserve the rights of the parties or to prevent irreparable damage.

This statement is being made by the available person having first-hand knowledge of the facts recited therein.

10/537650
Rec'd PCT/PTC 18 APR 2006

Reech Capital PLC

EMPLOYMENT CONTRACT

FOR

Guillaume Blacher

EMPLOYMENT CONTRACT

REECH CAPITAL PLC of CGNU Tower, 1 Undershaft, London EC3P 3DQ ("the Company") hereby agrees to employ **Guillaume Blacher** ("the Employee") in accordance with the following terms and conditions: -

Commencement of Employment

1. The employment of the Employee under this Agreement shall commence on **1 February 2002**. The Employee's date of commencement of employment for statutory purposes is 23 August 1999.
2. The employment shall (except as provided in paragraph 4 and 8 below) be for an indefinite period subject to termination by the Company or the Employee as follows:
 - (a) **6 Months** notice in writing by the Company to the Employee.
 - (b) **6 Months** notice in writing by the Employee to the Company.
3. The Company may at its absolute discretion elect to terminate the employment of the Employee with immediate effect by paying to the Employee salary in lieu of notice.

Duties

4. The Employee shall during his employment:-
 - (a) faithfully serve the Company in the capacity of **Senior Managing Director**, or in such other capacity as the Board may from time to time determine;
 - (b) perform and exercise any duties and powers on behalf of the Company or any Associated Company as the Board (or anyone authorised by the Board) may from time to time confer upon or assign to him;
 - (c) if the Board so directs cease performing or exercising any part or all of those duties and powers and the Company reserves the right to assign to the Employee duties of a different nature to those which are consistent with the job title set out in clause 4(a); and
 - (d) perform his duties and exercise his powers jointly with any other person appointed by the Board to act jointly with him; and
 - (e) perform such services for any other person firm or company outside the Group at such locations for such periods as the Company thinks fit and enter into any agreement with such other person as the Company may reasonably require to give full effect to such arrangement; and
 - (f) at all times and in all respects conform to and comply with the lawful and reasonable directions of the Board;
 - (g) unless prevented by sickness or other incapacity devote the whole of his time attention and abilities during his hours of work (which shall be normal business hours and such additional hours as may be necessary for the proper performance of his duties) to the business and affairs of the Group for which he performs duties;

- (h) work at the Company's offices at CGNU Tower, 1 Undershaft, London EC3P 3DQ or such other place of business of the Company as the Company may reasonably require for the proper performance of the Employee's duties and the Employee may be required to travel on the business of the Company or any Associated Company for which he is required to perform his duties; and
- (i) not without the prior written consent of the Company (such consent not to be unreasonably withheld or delayed) directly or indirectly carry on or be employed, engaged, concerned or interested in any other business, trade or occupation whatsoever.

Working Time

- 5. The Employee agrees with the Company that the Employee is an individual where, on account of the specific characteristics of the activities in which he is engaged under this Agreement, the duration of his working time is not measured or pre-determined or can be determined by the Employee himself and as a result he is exempt from Regulations 4(1) and (2), 6(1), (2) and (7), 10(1), 11(1) and (2) and 12(1) of the Working Time Regulations 1998 (as amended).

Suspension from duties

- 6. The Company shall not be under any obligation to provide the Employee with any work and the Company may at any time whilst the Company is investigating a formal complaint of misconduct made against the Employee or at any time after either party has given notice to terminate suspend the Employee and/or exclude him from all or any premises of the Company and/or require him not to contact any colleagues or clients and not to access electronic data belonging to the Company via home computers, modems or otherwise for any period not exceeding 6 months.

Summary Termination

- 7. The Company shall be entitled to terminate the Employee's employment without notice or pay in lieu of notice by reason of (including, without limitation) the Employee's gross misconduct, gross negligence in the performance of his duties, serious or persistent breach of Company policies or procedures or of this Agreement.

Remuneration

- 8. The Company shall pay to the Employee (monthly in arrears in 12 equal instalments) gross salary of GBP 112,000 per annum from which income tax and employee's National Insurance contributions will be deducted. The Employee's annual gross salary shall at the absolute discretion of the Company be subject to review annually. The Company shall reimburse the Employee in respect of all reasonable travelling, accommodation and other similar out-of-pocket expenses wholly exclusively and necessarily incurred by him in or about the performance of his duties.

The Employee may during the continuance of his employment be entitled to be paid a bonus of such amounts (if any) at such times and subject to such conditions as the Company may in its absolute discretion decide based upon overall Company performance, the relative performance of individual projects to which the Employee may be assigned, and upon personal merit. Any bonus entitlement is conditional upon the Employee being in employment and/or not being subject to notice of termination at the date of payment by the Company.

Any bonus payable pursuant to this clause shall be paid to the Employee with his February salary instalment less income tax and employee's National Insurance contributions as required by law.

Share Schemes

9. The Employee will be eligible to participate in the Reech Capital PLC All Employee Share Option Plan ("the Plan"). Participation in the Plan is governed by and subject to the rules of the Plan in force from time to time.
10. The Employee will also be eligible to participate in the Reech Capital PLC Executive Management Incentive Option Scheme ("EMI Option Scheme"). Participation in the EMI Option Scheme is governed by and subject to the rules of the EMI Option Scheme in force from time to time.

Pension

- 11.1 The Company operates a Group Personal Pension Plan ("Pension Plan") to which the Employee is eligible to join. The Company's contributions are paid at the end of each month. Participation in the Pension Plan is subject to the rules of the Pension Plan and terms of the trust deed in force from time to time. The Pension Plan is non-contributory with the level of contribution from the Company as follows: -

Age 34 and below	6%
Age 35 – 44	10%
Age 45 and above	15%

A Contracting Out certificate is not in force in respect of the employment of the employee. However, the employee can personally elect to Contract Out of the State Earnings Related Pension Scheme (SERPS) direct with the DSS through the Pension Plan.

- 11.2 The Company's retirement age is 60 years old and the Employee's employment shall terminate automatically on attaining that age.

Additional Benefits

12. The following additional benefits are available to eligible Employees:-
 - (a) Group Life Scheme – in the event of the Employee's death whilst in service with the Company, the Reech Capital plc Death in Service Scheme provides for a lump sum payment equal to 4 times basic annual salary, subject to applicable Inland Revenue Limits. The provision of this benefit is subject to acceptance by and the requirements of the relevant insurers.
 - (b) Long Term Disability Insurance Scheme – the Company has established a Long Term Disability Insurance for the benefit of Employees. This provides for a benefit equal to 75% of annual salary (less the State single persons long-term income benefit) after an Employee has been absent for a continuous period of 26 weeks due to illness or injury. The Scheme provides a monthly income up to the age of 60 (age 55 in the case of an Employee who is a Dealer), or to the date on which the Employee returns to work, if earlier. The current Scheme provides for benefits to increase by 5% per annum during the course of payment. The provision of this benefit is subject to acceptance by and the requirements of the relevant insurers, including maximum benefit levels for higher earners.

- (c) Private Medical Insurance Scheme – this benefit is available to each Employee and provides cover for an Employee on an individual basis.
- (d) Participation by any Employee in any scheme referred to in this clause is subject always to the insurers of such scheme being willing to accept the Employee into participation on reasonable terms. Participation is also subject to the terms of any scheme in force from time to time and to the right of the Company to vary, amend or discontinue any scheme at any time.

Holiday and Holiday Pay

13. The Employee shall (in addition to the usual public and bank holidays) be entitled during the continuance of his employment to 25 working days' paid holiday in each holiday year of the Company (from January to December) to be taken at mutually convenient times. Subject to the provisions of the Working Time Regulations 1998 the Employee shall not be entitled to payment in lieu of any holiday entitlement which has not been taken in respect of any holiday year. On the termination of employment the Employee's entitlement to accrued holiday (accruing at the rate of 2.08 days per month) shall be calculated pro rata in respect of each completed month of service in the holiday year in which his employment terminates and shall be paid to the Employee. If the Employee has taken holiday in excess of his pro rata entitlement, the excess shall be reimbursed to the Company by the Employee and deducted from any other amount owed to the Employee on termination of his employment (which the Employee hereby authorises).

Statutory Information

14. The following additional information is provided to the Employee in compliance with Section 1 of Employment Rights Act 1996:-
- (a) the Employee shall be entitled to receive a sick pay in accordance with the statutory sick pay scheme in respect of any period of absence due to sickness and any payments to the Employee in excess of his statutory sick pay entitlement shall be at the absolute discretion of the Company;
 - (b) There is no formal disciplinary or grievance procedure in relation to the Employee's employment. The Employee shall be expected to maintain the highest standards of integrity and behaviour. If the Employee is not satisfied with any disciplinary decision taken in relation to him, he may apply in writing within 14 days of that decision to the Board whose decision should be final. If the Employee has any grievance in relation to his employment, he may raise it in writing with the Board whose decision shall be final. This clause 14 is not intended to be of contractual effect.

Confidentiality

15. The Employee shall not (other than in the proper performance of his duties) at any time either during his employment or after its termination disclose or communicate to any person or use for his own benefit or the benefit of any person other than the Company or an Associated Company any of their confidential information or other business information which may come to his knowledge in connection with his employment and the Employee shall during the continuance of the employment use his best endeavours to prevent the unauthorised publication or misuse of any confidential information provided that such restrictions shall cease to apply to any confidential information which may enter the public domain other than through the default of the Employee.

Intellectual Property

16. If at any time in the course of his employment the Employee makes or discovers or participates in the making or discovery of any intellectual property relating to or capable of being used in the business of the Company or any Associated Company he shall immediately disclose full details to the Company and at the expense of the Company he shall do all things necessary or desirable for obtaining appropriate forms of protection for the intellectual property and for vesting all rights in the same in the Company or its nominee.

Employee Covenants

17. The Employee hereby covenants with the Company that he will not for the period of 12 months after the termination of his employment (without the prior written consent of the Company) either alone or on behalf of any person directly or indirectly:-
- (a) in connection with the carrying on of any business in competition with the Business canvass or solicit or cause to be canvassed or solicited, for business in respect of any products and/or services provided or offered by the Company or any Associated Company any person who during the Relevant Period is or was a customer or client of the Company or any Associated Company or who was, during the Relevant Period, involved with the Company or any Associated Company as a prospective customer client or recruitment candidate and with whom the Employee shall have had material dealings during the course of his employment; or
 - (b) solicit or entice away or endeavour to solicit or entice away any person who at the date of termination of the Employee's employment is employed or engaged by the Company or any Associated Company in (a) a consultants, sales, research and development, technology & systems, marketing or managerial capacity and with whom the Employee shall have had material contact during the course of his employment or (b) who is directly managed by or reports to the Employee (in both cases whether or not such person would commit a breach of contract by so doing); or
 - (c) in connection with the carrying on of any business in competition with the Business do business or deal with any person who or which has as at the Relevant Period been an existing or prospective customer client of the Company or any Associated Company with whom the Employee shall have had material dealings during the course of his employment.
18. The Executive hereby covenants with the Company that he will not for the period of 12 months after the termination of his employment without the prior written consent of the Board either alone or jointly with or on behalf of any person directly or indirectly carry on or set up or be employed or engaged by or otherwise assist in or be interested in any capacity (save as shareholder of not more than 3% of the shares of any company whose shares are quoted on any recognised investment exchange) in a business anywhere which is in competition with the Business.
19. The covenants contained in Clauses 17(a), 17(b) and 17(c) and 18 are intended to be separate and severable and enforceable as such.
20. The period for which the restrictions in clauses 17(a) to (c) and 18 would otherwise apply shall be reduced by a period equal to any period of time during which the Employee is subject to notice of termination and is suspended or excluded under clause 6 above.

21. The Employee hereby undertakes that he will immediately notify the Company of any offer of employment or any other engagement or arrangement made to the Employee by any third party or parties which may give rise to a breach of one or more of the covenants contained in clauses 17(a) to (c) and 18 ("a notifiable offer") and further undertakes that on receipt of any notifiable offer he will immediately inform the third party or parties responsible for the notifiable offer of the existence of those covenants.

Termination

22. Upon the termination of his employment (for whatever reason and howsoever arising) the Employee shall immediately:-
- (a) deliver up to the Company all property, documents (including without limitation notes memoranda correspondence and any other material upon which data or information is recorded or stored) and confidential or business information of the Company or any Associated Company or any of their clients (and he shall not retain any copies of any such documents or information) which is under his control or in his possession;
 - (b) repay all outstanding debts or loans dues to the Company or any Associated Company and the Company is hereby authorised to deduct from any wages of the Employee a sum in repayment of all or any part of any such debt or loans; and
 - (c) shall at the request of the Board immediately resign without claim for compensation from office as a director of the Company and any Associated Company and from any other office held by him in the Company or any Associated Company (but without prejudice to any claim for damages for breach of this Agreement) and in the event of his failure to do so the Company is hereby irrevocably authorised to appoint some person in his name and on his behalf to sign and deliver such resignations to the Board.

Miscellaneous

23. In this Agreement the following expressions have the following meanings:-

"Business"

The business of the supply of derivative and risk services either on an advisory basis or through the provision of ASP services, for pricing, valuation or risk management, or the provision of training, or any other business with which the Company shall become involved after the date of this agreement, as conducted by the Company or any Associated Company at the date of termination of the Employee's employment and with which the Employee has been concerned to a material extent in the 12 months preceding such termination.

"Board"

The board of directors of the Company from time to time.

"Group"

The Company, the Associated Companies and affiliates.

"Intellectual Property"

Letters patent trade marks service marks designs copyrights utility models design rights applications for registration of any of the foregoing and the right to apply for them in any part of the world

inventions drawings computer programs confidential information know-how and rights of like nature arising or subsisting anywhere in the world in relation to all of the foregoing whether registered or unregistered.

"Relevant Period"

The period of 12 months ending with that date the date of termination of the Employee's employment.

This Agreement constitutes the entire agreement and understanding between the Company and the Employee and supersedes any other agreements whether oral or written. This agreement may only be modified or amended by a further agreement in writing signed by both parties.

This Agreement is governed by and shall be construed in accordance with the laws of England and the parties to this Agreement hereby submit to the exclusive jurisdiction of the English courts.

IN WITNESS whereof this Agreement has been executed as a deed by the parties hereto and is intended to be and is hereby delivered on the date written below.

Executed as a deed by)


Christophe Reech/Chief Executive Officer

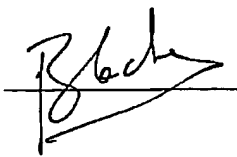
REECH CAPITAL PLC)


Stephen Ashworth/Snr Managing Director

Signed as a Deed by

Guillaume Blacher

Signature :



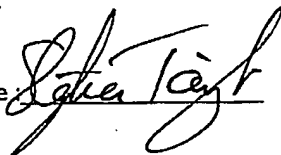
Date : 13/4/2002

In the presence of:

Name :

Address:

Signature :



Date : 13/4/2002



PHILADELPHIA

One Liberty Place, 46th Floor
Philadelphia, PA 19103
215-568-3100
Fax: 215-568-3439

SEATTLE

999 Third Avenue, Suite 1606
Seattle, WA 98104
206-332-1380
Fax: 206-624-7317

October 11, 2005

VALERIE A. CHICCHI
PHILADELPHIA OFFICE
215-564-8991
vchicchi@woodcock.com

VIA DHL COURIER

Mr. Guillaume Blachet
28, Gaskarth Road
Londres SW12 9NL
United Kingdom

Re: U.S. Serial No. 10/537,650
U.S. National Phase Application of PCT/IB2003/005680
"FINANCIAL PRODUCT PRICING SYSTEM"
Our Ref: SDS-0119

Dear Mr. Blachet:

This will confirm that the national phase of the above-identified international application entered in the United States on June 6, 2005. The actual filing date will be the date the executed Declaration and Power of Attorney is submitted to the Patent Office. At the request of SunGard Data Systems, Inc., we are forwarding directly to you forms of Declaration/Power of Attorney and Assignment that need to be filed in the U.S. Patent Office.

Please execute and date these forms where indicated and return them to me in the enclosed self-addressed DHL envelope. Please note that any interlineations made by you must be initialed and dated. In addition, the assignment must be witnessed. A copy of the application as filed is attached. The executed Declaration/Power of Attorney must be filed in the U.S. Patent Office no later than **November 19, 2005** in order to avoid payment of extension fees.

If you have any questions, please do not hesitate to contact us.

Sincerely yours,


Valerie A. Chicchi
International Patent Specialist

/vc
enc.

cc: Carolyn M. Keith, Paralegal (w.enc.)

WOODCOCK WASHBURN LLP
A Partnership Including Professional Corporations
www.woodcock.com

Chicchi, Valerie (Woodcock Washburn)

From: Blacher, Guillaume G [Guillaume.G.Blacher@bofasecurities.com]
Sent: Tuesday, November 22, 2005 1:50 PM
To: carolyn.keith@sungard.com; Chicchi, Valerie (Woodcock Washburn)
Subject: RE: Reech Patent Required Signature Document - Financial Product Pricing System

I don't fill comfortable signing it so long after the fact (I left Reech 2 years ago). I would need to check with some lawyers and with my current employer's lawyers and to be frank, I don't have the time and don't want to go through the trouble internally.
 Sorry.

From: carolyn.keith@sungard.com [mailto:carolyn.keith@sungard.com]
Sent: 22 November 2005 18:32
To: Blacher, Guillaume G; Chicchi, Valerie (Woodcock Washburn)
Subject: Fw: Reech Patent Required Signature Document -F inancial Product Pricing System
Importance: High

Dear Guillaume: I just left you a brief voice message. Some time ago I remember speaking with you by phone shortly when you had just arrived in New York and you were most kind in helping with another signature document for your patent.

Could you please forward back by e-mail to Valerie, our patent help at Woodcock, and me the best address to send the above signature document to you for your signature?

Dear Valerie: When Guillaume responds, could you please federal express the signature document to his attention with a return federal express inside so that he can easily return the signed document to you.

Thank you both for your help.

Kind Regards,< BR>
 Carolyn

Carolyn M. Keith
 Corporate Paralegal
 SunGard Data Systems Inc.
 680 East Swedesford Road, Wayne, PA 19087
 484-582-5562 (voice)
 610-687-3725 (fax)
 carolyn.keith@sungard.com

CONFIDENTIALITY NOTICE: This e-mail (including any attachments) may contain confidential and privileged information, and unauthorized disclosure or use is prohibited. If you are not an intended recipient, please notify the sender and delete this e-mail from your system. Thank you.

----- Forwarded by Carolyn M Keith/Corporate/SunGard on 11/22/2005 01:24 PM -----

Stephen Ashworth/Infinity@INFINITY

To Carolyn M Keith/Corporate/SunGard@SUNGARD

CC Mick Platt/Infinity@Infinity

11/22/2005 12:33 PM

Subject Re: Reech Patent Required Signature Document - Financial Product Pricing

3/28/2006

Chicchi, Valerie (Woodcock Washburn)

From: Chicchi, Valerie (Woodcock Washburn)
Sent: Tuesday, February 28, 2006 3:32 PM
To: 'Guillaume.G.Blacher@bofasecurities.com'
Subject: Reesch Capital PLC Our Ref: SDS-0119

**Re: U.S. Patent Application Serial No.: 10/537,650
"FINANCIAL PRODUCT PRICING SYSTEM"**

Dear Mr. Guillaume:

I am following up your e-mail of November 22, 2005 regarding the form of Declaration needed for the above-referenced application. I understand that you refused to sign the form of Declaration needed for this application. Unless we hear from you to the contrary, we will assume this is still the case.

Valerie A. Chicchi
International Patent Specialist
Woodcock Washburn LLP
One Liberty Place, 46th Floor
Philadelphia, PA 19103
Phone: 215-564-8991
Fax: 215-568-3439
Email: vchicchi@woodcock.com

Woodcock Washburn LLP

This e-mail message and any attachments are confidential and may be attorney-client privileged and/or attorney work product. If you are not the intended recipient please notify Woodcock Washburn LLP immediately by telephone at (215) 568-3100 or by e-mail addressed to "postmaster@woodcock.com" and destroy all copies of this message and any attachments.